

**STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST**

**Sub-recipient Agreement
between
St. John the Baptist Parish
and
South Central Planning and Development Commission**

**for the disbursement of Community Development Block Grant funds
from the Office of Community Development, Louisiana Division of Administration**

BE IT KNOWN, that this SUB-RECIPIENT AGREEMENT, hereinafter "Agreement" is made and entered into by and between St. John the Baptist Parish Council acting through its duly appointed and authorized Parish President, Jaclyn Hotard and South Central Planning and Development Commission, P.O. Box 1870 Gray, Louisiana 70359, (985) 851-2900, 72-0721574, hereinafter "Sub-recipient" acting through its duly authorized Kevin Belanger, CEO.

WITNESSETH:

WHEREAS, St. John the Baptist Parish, hereinafter "Grantee" is an eligible "Sub-recipient" to receive Federal Financial Assistance in the form of Community Development Block Grant (CDBG) funds from the Office of Community Development, Louisiana Division of Administration in its capacity as a "Pass through entity", being authorized to make a "Sub-award", to eligible "Sub-recipients", and

WHEREAS, St. John the Baptist Parish has determined that, South Central Planning and Development Commission, qualifies as a local public agency as provided for in Section 201(c) of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, St. John the Baptist Parish has determined that, South Central Planning and Development Commission, is an eligible Sub-recipient in accordance with requirements 2 CFR 200.330(a) and of the Community Development Block Grant Program as provided by 24 CFR 570.200(f)(1)(iii), and

WHEREAS, the Chief Executive Officer of St. John the Baptist Parish has designated South Central Planning and Development Commission to carry out part of its award, and

WHEREAS, St. John the Baptist Parish, by agreeing to undertake the implementation of this endeavor utilizing CDBG funds provided to Grantee for the Program, will be acting as a Sub-recipient of Grantee, and hereby agrees to carry out this program in full compliance with the laws and regulations of the CDBG program set forth in **EXHIBIT A** "CDBG Program Administration and Compliance;" and

WHEREAS, the Grantee desires to cooperate with the Sub-recipient in the implementation of its work under the program, which the Grantee has determined this program will meet its Community Development needs as stated in its LCDBG Method of distribution of Funds; and

WHEREAS, the stated public purpose of the Program is to provide the services or benefit of grant administration and Davis-Bacon labor compliance, which Grantee has determined, as required by 24 CFR 570.200(a)(1), to be an eligible use of program funds, and further identified in **EXHIBIT B** of this Agreement., and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Note: in addition to stipulations below, parties hereto also agree to adhere to the program Guidelines as included in this Agreement.

SCOPE OF WORK

1. Program Activities

General management, oversight and coordination for overall program management as provided for in 24 CFR 570.206. Sub-recipient will carry out the program tasks identified in **Exhibit C** Budget.

2. General Program Performance

The Sub-recipient shall perform the following services in accordance with the laws and regulations delineated in Exhibit A. Sub-recipient will:

- a. Maintain appropriate program files including any information required by the Grantee to meet its obligations of the National Environmental Policy Act and the Grantee's Citizen Participation requirements.
- b. Collect, maintain and report or otherwise make available information establishing program funds were used for the eligible activity as identified in **EXHIBIT B**, Program Performance.
- c. Collect, maintain and report or otherwise make available information establishing program funds were used to meet the National Objective identified **EXHIBIT B**, Program Performance. Such records will be in accordance with the applicable requirements of 24 CFR 570.506(b).
- d. Prepare written responses to monitoring letters from the Grantee or OCD; and provide follow-up corrective actions.

AWARD AMOUNT AND PAYMENT TERMS

In consideration of the Scope of Work described above and in accordance with the Sub-recipient's performance obligations in **EXHIBIT B** and budget in **EXHIBIT C**, the Grantee agrees to provide Sub-recipient up to a maximum of \$55,000 dollars to carryout the activities of this program.

The obligation of Grantee for payments under this Agreement is subject to monies being appropriated by Grantee under the U.S. Department of Housing and Urban Development, CDFA 14.228. The CDBG Sub-recipient authorized to undertake the programs activities awarded herein shall include in all of its subcontracts the Federal Regulations as stipulated by Grantee and OCD requirements.

Payments to Sub-recipient and any designated Subawards or Contractors are governed by the Federal Grants Management Rule for cost allowability found at 2 CFR Subpart E.; Accordingly, payments will

be reimbursed for allowable costs. Each request for reimbursement shall identify the approved position, program task(s) and quantity of services or items and the allowable costs for each approved budget activity as defined in **EXHIBIT C**. Payments to Sub-recipient's contractors and vendors are conditioned upon compliance with the procurement requirements provided for in 2 CFR 200.318-326 as applicable.

Allowable costs shall be in compliance with 2 CFR 200 Subpart E "General Provisions for Selected Items of Cost": in particular the following items:

- a. Wages and Salaries: 2 CFR 200.430. "Compensation for personal services"; and 2 CFR 200.431. "Fringe benefits".
- b. Travel: 2 CFR 200.474. "Travel Costs."
- c. Supplies and Materials: 2 CFR 200.453. "Materials and supplies costs."
- d. Professional Services: 2 CFR 200.459. "Professional services costs."

If progress and/or completion to the reasonable satisfaction of the Grantee are obtained, the Grantee agrees to make payment to the Sub-recipient on a cost reimbursement basis upon presentation of appropriate documentation according to these procedures:

REIMBURSEMENT PROCEDURES

1. **Invoices.** Each invoice submitted by Sub-recipient shall bear a unique invoice number. The Sub-recipient shall certify that all such services billed, including subcontracted services (when applicable), have been completed, and incurred expenses are true and correct.
2. **Source Documentation.** Sub-recipients shall maintain for inspection of the **original** invoices and source documentation for expenses incurred available for any audit that might result in this program. Requests for payment to Grantee must be accompanied by **copies** of invoices or source documentation detailing each billable item and related costs. Examples of sufficient source documentation include, but are not limited to:
 - a. Salaries: Invoices submitted: Detailing actual hours worked by job title and tasks carried out.
 - b. Source Documentation Maintenance: Payroll records including time sheets, pay vouchers, or payroll ledgers.
 - c. Fringe Benefits—Supported by payroll records, copy of policy or formula benefits computation is based on.
 - d. Travel Reimbursement requests following South Central Planning and Development Commission Rules with all required supporting receipts and documentation.
 - e. Operating Services—Supported by copies of original invoices, or copies of agreements for services.
 - f. Supplies and Materials—Supported by copies of original invoices.
 - g. Professional and Contractual Services— Supported by copies of original invoices or billings submitted with sufficient detail as to the time expended and nature of the actual services provided or tasks performed.
- c) Requests for payments shall be sent to: Capital Project Administrator and or designee at 1811 W Airline Hwy, LaPlace, LA 70068.

Payment shall be made upon approval of the Parish President, and/or her designee. All payment for travel related expenses shall conform to South Central Planning and Development Commission Rules.

In the event the Agreement Monitor determines that the Sub-recipient has failed to provide services for which a reimbursement payment has been made or has not provided a satisfactory level of performance for which a reimbursement payment has been made, reimbursement funds for such payments shall be refunded by the Sub-recipient or, at the option of the Sub-recipient, withheld from subsequent payments. In addition, the Sub-recipient may initiate suspension or termination procedures, as required by **EXHIBIT D**.

TAXES

Sub-recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Sub-recipient's obligation and identified under Federal tax identification number 72-0721574.

TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement, provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in such notice.

TERMINATION FOR CONVENIENCE

The Grantee may terminate the Agreement at any time by giving ninety (90) days' written notice to Sub-recipient. Sub-recipient shall be entitled to payment for all reimbursement payment earned.

REMEDIES

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1524-1526.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Grantee by the Sub-recipient shall remain the property of the Grantee and shall be returned by Sub-recipient to the Grantee, at Sub-recipient's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Sub-recipient in connection with performance of the services contracted for herein shall become the property of the Sub-recipient, and shall, upon request, be returned by Sub-recipient to the State at Sub-recipient's expense at termination or expiration of this Agreement.

ACCESS TO RECORDS

The Sub-recipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Office of Community Development (OCD), HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

Sub-recipient shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Grantee, provided however, that claims for money due or to become due to Sub-recipient from the Grantee may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

AUDITORS' CLAUSE

It is hereby agreed that the U.S. Government Accountability Office, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of Sub-recipient that relate to this Agreement at any time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Sub-recipient shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements in material respects will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Sub-recipient policy concerning Sub-recipient audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the Agreement. If insufficient monies are appropriated to provide for the continuation of the Agreement, or if such funding is reduced by government action and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Sub-recipient acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this Agreement.

DISCRIMINATION CLAUSE

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of title 29 shall also apply to any such program or activity.

TERM OF AGREEMENT

This Agreement shall begin on April 13, 2021 and shall terminate on December 31, 2022.

THUS DONE AND SIGNED AT St. John the Baptist Parish, Louisiana on the 13th day, of April, 2021.

WITNESSES:

St. John the Baptist Parish

[Signature]

[Signature]
Jaclyn Hotard
Parish President

Deanna Schuwayder

THUS DONE AND SIGNED AT City of Houma, Louisiana on the 27 day, of April (month), 2021

WITNESSES:

South Central Planning and Development Commission

[Signature]
Kimberly Smith

[Signature]
Kevin Belanger
CEO

EXHIBIT A

CDBG Program Administration and Compliance

1. General Compliance

The Sub-recipient agrees to comply with the requirements of title 24 of the Code of Regulations Part 570 (<http://www.gpoaccess.gov/cfr/index.html>) and with all other applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Performance Monitoring

Sub-recipient's performance will be monitored by Grantee against the Performance Measures as stated in **EXHIBIT B** "The Performance Schedule." Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension, termination procedures or other remedies as provided for in 2 CFR 200.338 will be initiated.

3. Financial Management

a. Accounting Standards

The Sub-recipient agrees to comply with "Standards for Financial Management" for non-Federal entities 2 CFR Part 200, Subpart D Standards for Financial and Program Management as applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Sub-recipient shall maintain a system of accounting and financial controls adequate to permit the effective administration of a cost reimbursed contract/agreement. This includes fiscal control and fund accounting procedures that assure proper disbursements of and an accounting for funds provided under this Agreement and any required expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to project activities are allowable for the intended purposes, and that documentation is readily available to verify such charges are accurate.

b. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. Documentation and Record Keeping

a. Records To Be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken, as set forth in this Agreement.
- ii. Records required to determine the eligibility of activities as set forth in the Guidelines.
- iii. Uniform Administrative Requirements as required by 2 CFR Part 200.

- iv. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, to the extent that Sub-recipient is obligated to oversee such compliance as set forth in the Grant Agreement without reference to Exhibits.

b. Retention

The Sub-recipient shall retain all required financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of OCD's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5. Close-outs

The Sub-recipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Sub-recipient, and determining the custodianship of records). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Procurement

a. Compliance

The Sub-recipient shall conduct all procurement transactions in a manner providing for full and open competition and comply with the applicable procurement regulations. Sub-recipient shall provide Grantee with executed copies of all contracts along with documentation concerning the selection process. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Recipient upon termination of this Agreement.

b. Procurement Records

Sub-recipient must maintain records of all procurement actions sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

c. Federal Administrative Requirements

The Sub-recipient will use its own documented procurement procedures in procuring all materials, property, or services from outside vendors and which reflect applicable State, local, and St. John the Baptist Parish laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318 to 200.326.

d. Travel

Travel expenses, which must be included in the approved Budget, constitute part of the total maximum payable under the Agreement and only will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedures Memorandum 49 (the State General Travel Regulations). All out of state travel that will be charged to the CDBG program must be approved in writing by the Office of Community Development.

e. Indirect Costs

Any indirect costs that are charged to the program will be in accordance with the requirements of 2 CFR Part 200, Subpart E.

f. Utilization of Small, Minority and Women's Owned Enterprises

Sub-recipients shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible following the steps outlined in 2 CFR 200.321.

7. Program Income

Sub-recipient shall provide a report of its program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement as part of its close-out activities. Program Income must be remitted to Grantee upon receipt for remittance to Grantee.

8. Other Prohibited Activities

Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage; and nepotism activities.

9. Section 3 Compliance

Sub-recipient agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this Agreement. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 (a) (2) and (a)(3).

10. Labor Standards

Sub-recipient and its contractors agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, (40 U.S.C. 3141 *et seq*) and implementing regulations found at 29 CFR Part 5, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

11. Debarment or Suspension

No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers where such individuals are currently under suspension or debarment by a Federal agency. The Sub-recipient is responsible for verifying that its contractors, and each tier of subcontractors, are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

12. Environmental Conditions

Sub-recipient agrees to comply, insofar as they apply to the performance of this Agreement, with: HUD Environmental Review Procedures 24 CFR Part 58, the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the

Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

13. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR 200.318(c) and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

14. Contract Provisions

Sub-recipient will include the provisions of all the provisions of this **EXHIBIT**, in every contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors.

15. Civil Rights

The Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086. The Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

16. Training

Sub-recipient shall send an appropriate representative to any mandatory training on program compliance, if scheduled by the Grantee.

17. Federal Grant Terms and Authorities

Federal grant terms used throughout this Grant Agreement are defined in the following laws and regulations:

“Community Development Block Grant Program”; 42 U.S.C. 5301 *et seq*; 24 CFR Part 570; Catalogue of Federal Domestic Assistance [CFDA] #14.228

“Federal Award”- 2 CFR 200.38

“Recipient” - 2 CFR 200.86 for the purpose of this Agreement, will be referred to as the “Grantee”

“CDBG Entitlement Program Recipient” - 24 CFR 570.1 (a)(1)

“CDBG State Program Recipient” -24 CFR 570.1(a)(3)

“Pass Through Entity” – 2 CFR 200.74

“Sub-recipient” – 2 CFR 200.93; 24 CFR 570.500(c); 2 CFR 200.330(a)

“Sub-award” – 2 CFR 200.92

“Grant Agreement” – 2 CFR 200.51(a)

“Consolidated Plan” – 24 CFR 570.3

“Eligible Activity” – 42 U.S.C. 5305(a); 24 CFR 570.201; 570.202;570.203; 570.204; 570.205; 570.206

“National Objective” -Entitlement Program – 24 CFR 570.208

“National Objective”- State Program -24 CFR 570.483

“Contract” - 2 CFR 200.22

“Contractor”- 2 CFR 200.23; 2 CFR 200.330(b)

“Low-and-Moderate Income Household” and “Person” - 24 CFR 570.3

“Program Administrative Costs” - 24 CFR 570.206

The Sub-recipient agrees to comply with the requirements of title 24 of the Code of Regulations Part 570 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (<http://www.gpoaccess.gov/cfr/index.html>).

EXHIBIT B

PROGRAM PERFORMANCE

Eligible Activity:

The Sub-recipient will carry out program activities that qualify as the following eligible use(s) of program funds:

24 CFR 570.206 Program Administration

National Objective:

In accordance with the provisions of 24 CFR 570.483(f); Sub-recipient, by carrying the eligible activity of Program Administration, will assist the Grantee in meeting the National Objective specified in its application for Federal Financial Assistance to the LCDBG program.

EXHIBIT C

PROGRAM BUDGET

Upon St. John the Baptist Parish's receipt of an award of a grant and authorization to incur costs letter from the State's Office of Community Development, the amount of compensation and reimbursement to be paid to South Central Planning and Development Commission under this Agreement for program administration costs, labor compliance and all other activities listed under the "Scope of Work" shall be FIFTY-FIVE THOUSAND (\$55,000) DOLLARS. South Central Planning and Development Commission shall submit invoices to St John the Baptist Parish for payment. These invoices shall detail the number of hours and hourly rates for each person involved in this project (per the Billable Rates schedule provided below), the tasks completed, and travel expenses incurred in the preceding month (s).

SCPDC - 2021 FY Billable Rates	
Effective 07/01/20 - 06/30/21	
Position	Billable Rate
CEO	190.00
CAO	150.00
Department Heads	145.00
Managers	115.00
Sr Plans Examiner	105.00
Planner IV	96.00
Accountant III Analyst	90.00
III	90.00
Plans Examiner	90.00
Inspector	88.00
Planner III	86.00
Accountant II	78.00
Analyst II	78.00
Planner II	76.00
Accountant I	60.00
Analyst I	60.00
Planner I	58.00
Specialist Team	57.00
Leader	52.00
Technician	50.00
Assistant	45.00
Intern/Support Representative	22.00

Date Approved or Amended: April 13, 2021.

EXIHIBIT D

PERFORMANCE SCHEDULE

March 2021:	Assist with CDBG-CV HVAC application Submit completed application
April 2021:	Revise application, if necessary
May 2021:	Begin procurement for Engineering/Architecture and Resident Project Representative Services
June 2021:	Award design services contract Begin design process
October 2021:	Finish design services Begin procurement for Construction/HVAC services
November 2021:	Award construction contract Hold preconstruction conference to discuss labor compliance/Davis-Bacon requirements Begin labor compliance
December 2021 - May 2022:	Continue with labor compliance, quarterly reporting, and construction
June 2022:	Preliminary inspection and "punch-list" drafting
September 2022:	Final inspection Leave 90 days for any problems and contingencies
December 2022:	Finalize project no later than December 31, 2022

Quarterly reporting, other periodic reports and labor compliance will take place as required by the Office of Community Development throughout the life of the Grant Program.

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-57

Councilwoman Houston proposed and Councilman Wright seconded the following Resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A Resolution authorizing a Sub-Recipient Agreement between St. John the Baptist Parish and South Central Planning and Development Commission under the Louisiana Community Development Block Grant (LCDBG) COVID-19 Heating Ventilation & Air Conditioning (HVAC) Program

WHEREAS, the Louisiana Community Development Block Grant (LCDBG) Program provides funds to local governments for needed infrastructure and long-term capital improvements in rural areas; and,

WHEREAS, St. John the Baptist Parish has conducted a public hearing to obtain comments relative to planning for and the submission of an application for funding under the LCDBG Program for the Heating, Ventilation and Air-Conditioning (HVAC) Program; and

WHEREAS, the COVID-19 HVAC Program is intended to increase the ventilation and filtration of the HVAC units at public facilities which serves persons that qualify as low to moderate income clients; and

WHEREAS, the grant amount allocated to this program is \$1,000,000 and it is subject to obligation by the Department of Housing and Urban Development; and

WHEREAS, St. John the Baptist Parish has determined that South Central Planning and Development Commission, qualifies as a local public agency of the Housing and Community Development and is an eligible Sub-recipient in accordance with requirements of the LCDBG Program; and

WHEREAS, South Central Planning and Development Commission is a planning commission agency that is utilized to administratively assist with LCDBG funding.

NOW BE IT RESOLVED, that we, the members of the St. John the Baptist Parish Council do hereby authorize the Parish President to enter into a Sub-Recipient Agreement with South Central Planning and Development Commission to administer the HVAC Program in the amount of \$1,000,000.

The above resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Secnel, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None **ABSENT:** None **ABSTAINING:** None

The result of the vote on the resolution was 9 YEAS, 0 NAYS, 0 ABSENT, 0 ABSTAINING and this resolution was declared adopted on the 13th day of April, 2021.

Lunt Beanel
COUNCIL CHAIR

4/14/21
Date signed

Jacki Linder
SECRETARY

4/14/21
date signed

Joseph M. S.
PARISH PRESIDENT

4/14/21
date signed

CERTIFIED to be a true and correct copy of a resolution adopted on the 13 day of April, 2021.

